

**INTERLOCAL AGREEMENT FOR
ADMINISTRATIVE DISTRIBUTION OF DURHAM COUNTY \$7 VEHICLE TAX**

This Interlocal Agreement ("Agreement") dated _____, 2013 is entered into by and among **Durham County**, a political subdivision of the State of North Carolina ("County"), the **City of Durham**, a municipality under North Carolina law ("City"), the **City of Raleigh**, a municipality under North Carolina law ("Raleigh"), the **Town of Chapel Hill**, a municipality under North Carolina law ("Chapel Hill") and the **Research Triangle Regional Public Transportation Authority**, d/b/a Triangle Transit, a regional public transportation authority under NCGS 160A ("TTA"). The County, City, Raleigh, Chapel Hill, and TTA may be referred to individually as "Party" and collectively as "Parties". This Agreement is made pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes.

Pursuant to NCGS 105-570, the County, City, Raleigh, and Chapel Hill are recipients of revenues for public transportation from a \$7.00 Durham County vehicle registration fee and desire to provide for an alternative administrative process for receipt and distribution of those funds from that set forth by NCGS 105-570.

Accordingly, the Parties agree as follows:

1. All funds received by the County from the North Carolina Division of Motor Vehicles pursuant to NCGS 105-570 shall be forwarded and transferred promptly to TTA, subject to the terms of this agreement.
2. TTA shall and must use all of the funds received from the County pursuant to this Agreement only for the specific purposes, programs and projects set forth in the Durham Bus and Rail Investment Plan ("BRI Plan" or "Plan") on the timetable set forth in the Plan and pursuant to the Durham County Implementation Agreement between TTA, the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization and the County, as amended from time to time.
3. This Agreement may be revised and amended only by a written document properly executed by the Parties.
4. This Agreement shall take effect upon the date first written above and shall endure until midnight June 30, 2035. Upon its expiration the Agreement may be renewed upon mutual agreement of the Parties.
5. Notwithstanding the duration provision above, this Agreement may be terminated upon mutual agreement of the Parties or by one Party upon a material breach by another Party provided at least 120 days written notice is given prior to the end of the fiscal year. A Party alleged to be in breach of this Agreement shall have a reasonable period of time to cure the claimed breach to the reasonable satisfaction of the other Parties. Unless otherwise agreed to by all parties, termination shall not be effective until June 30 of the then current fiscal year.

6. Appointment of Personnel. The Managers of each respective party jurisdiction and the Manager of TTA shall designate persons to carry out their respective obligations under this Agreement.
7. The laws of the State of North Carolina shall control and govern this Agreement.
8. This Agreement sets forth the entire agreement between the Parties and supersedes any and all other agreements on this subject between the Parties.
9. Any claims, disputes or other controversies arising out of, and between Parties to this Agreement which may ensue shall be subject to and decided by the appropriate division of the General Court of Justice of Durham County, North Carolina.
10. The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by the Parties and no interpretation shall be made to the contrary.
11. This Agreement is made for the benefit of the Parties and not for any other entity or person.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, The Parties have authorized this Interlocal Agreement for the Administrative Distribution of the Durham County \$7 Vehicle Tax to be executed and attested by their undersigned officers, to be effective from and after the date first written above.

Durham County

By: _____
Fred Foster, Jr., Chairman, Board of Commissioners

Research Triangle Regional Public Transportation Authority,

By: _____
David King, General Manager

City of Raleigh

By: _____

Town of Chapel Hill

By: _____

City of Durham

By: _____